

STATE OF INDIANA) IN THE MARION CIRCUIT/SUPERIOR COURT
) SS:
COUNTY OF MARION) CAUSE NO.: 49D11 08 01 PL 0 00961

STATE OF INDIANA,)
)
Plaintiff,)
)
CAPITAL FORECLOSURE, INC.,)
ERIQ BRYE, KENNETH)
BRYE, and SALLIE BRYE,)
)
Defendants.)

FILED

(46) JAN 08 2008

Elizabeth L. White
CLERK OF THE MARION CIRCUIT COURT

**COMPLAINT FOR INJUNCTION, RESTITUTION, COSTS
AND CIVIL PENALTIES**

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Paula J. Beller, petitions the Court pursuant to the Indiana Credit Services Organizations Act, Indiana Code § 24-5-15-1 *et seq.*, and the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1 *et seq.*, for injunctive relief, restitution, civil penalties, investigative costs, and other relief.

PARTIES

1. The Plaintiff, State of Indiana, is authorized to bring this action and to seek injunctive and other statutory relief pursuant to Ind. Code § 24-5-0.5-4(c) and Ind. Code § 24-5-15-11.

2. The Defendant, Capital Foreclosure, Inc. ("Capital Foreclosure"), at all times relevant to this complaint, was a for-profit domestic corporation engaged in business as a credit services organization, with a principal business address of 6100 North Keystone Avenue, Suite 442, Indianapolis, Indiana 46220.

3. At all times relevant, Defendant, Eriq Brye, acted as President and Chief Executive Officer ("CEO") of Capital Foreclosure. As President and CEO, Eric Brye controlled and directed the affairs of the corporation, including those related to credit services, and has used the defendant corporation for the purpose of misleading and deceiving Indiana consumers as set forth herein.

4. At all times relevant, Defendant, Kenneth Brye, acted as Chief Operating Officer of Capital Foreclosure. As Chief Operating Officer, Kenneth Brye controlled and directed the affairs of the corporation, including those related to credit services, and has used the defendant corporation for the purpose of misleading and deceiving Indiana consumers as set forth herein.

5. At all times relevant, Defendant, Sallie Brye, acted as signatory of the Capital Foreclosure checking account. As signatory, Sallie Brye controlled and directed the affairs of the corporation, including those related to credit services, and has used the defendant corporation for the purpose of misleading and deceiving Indiana consumers as set forth herein.

6. The term "Defendants" as used in this Complaint, means Eric Brye, Kenneth Brye, Sallie Brye, and Capital Foreclosure, Inc.

FACTS

7. From March 9, 2006 until December 28, 2006, Defendants solicited and entered into contracts to assist Indiana consumers whose homes were facing mortgage foreclosure in securing deferred debt payments and to negotiate and mediate with consumers' mortgage companies on the consumers' behalf.

8. Defendants represented to consumers that their services included a money-back guarantee if Defendants were unable to prevent foreclosure of the consumer's home.

9. Defendants represented to consumers that they were experienced consultants with in-depth industry knowledge on how to avoid and prevent foreclosure.

Vivienne Daniel

10. In or about March 2006, Defendants entered into a contract with Vivienne Daniel ("Daniel") to assist Daniel in securing deferred debt payments and to negotiate and mediate with Daniel's mortgage company on Daniel's behalf. A true and correct copy of the contract is attached and incorporated by reference as **Exhibit "A"**.

11. Defendants received payment on behalf of Daniels from the John Boner House (a local charity) in the amount of Three Hundred Ninety-Two Dollars (\$392) prior to completing services. A true and correct copy of the check from the John Boner Clothing Fund is attached and incorporated by reference as **Exhibit "B"**.

Sherrie Alexander

12. In or about January 2006, Defendants entered into a contract with Sherrie Alexander ("Alexander") to assist Alexander in securing deferred debt payments and to negotiate and mediate with Alexander's mortgage company on Alexander's behalf. Defendants failed to provide Alexander with a copy of the contract.

13. Upon information and belief, Defendants received payment from Alexander in the amount of Eight Hundred Dollars (\$800.00) in cash, Five Hundred Sixty Nine Dollars and Seventy One Cents (\$569.71) by check payable to Eriq Brye, and Eight Hundred Dollars (\$800.00) by check payable to Citi Mortgage, for a total of Two Thousand One Hundred Sixty Nine Dollars and Seventy One Cents (\$2,169.71.00) prior

to completion of services. Upon information and belief, Defendants failed to forward the \$800.00 check to Citi Mortgage. True and correct copies of Alexander's carbon check payable to Eriq Brye and the check payable to Citi Mortgage are attached and incorporated by reference as **Exhibit "C"**.

Donald and Wanda Stewart

14 In or about March 2006, Defendants entered into a contract with Donald and Wanda Stewart ("Stewarts") to assist the Stewarts in securing deferred debt payments and to negotiate and mediate with the Stewarts' mortgage company on the Stewarts' behalf. A copy of the contract is attached and incorporated by reference as **Exhibit "D"**.

15. Upon information and believe, Defendants received payment from the Stewarts in the amount of Three Hundred Dollars (\$300.00) in cash and Four Hundred Fifty Dollars (\$450.00) by money orders for a total of Seven Hundred Fifty Dollars (\$750.00) prior to completion of services. A true and correct copy of the receipt evidencing payment of cash and true and correct copies of receipts for money orders are attached and incorporated by reference as **Exhibit "E"**.

Elsie R. Sanders

16. In or about March 2006, Defendants entered into a contract with Elsie R. Sanders ("Sanders") to assist Sanders in securing deferred debt payments and to negotiate and mediate with Sanders' mortgage company on Sanders' behalf. Defendants did not provide Sanders with a copy of the contract.

17. Defendants received payment from Sanders in the amount of Two Thousand Four Hundred Fifteen Dollars (\$2,415.00) by check payable to Sanders or Kenneth Brye, Four Hundred Eighty Three Dollars (\$483.00) by check payable to Eriq

Brye, and Eight Hundred Eighty Six Dollars and Thirteen Cents (\$886.13) cash for a total of Three Thousand Seven Hundred Sixty Six Dollars and Thirteen Cents (\$3,766.13) prior to completion of services. True and correct copies of the check payable to Sanders and Kenneth Brye, the check payable to Eriq Brye, and a receipt evidencing payment to Capital Foreclosure are attached and incorporated by reference as **Exhibit “F”**.

Cecil Holly

18. In or about March 2006, Defendants entered into a contract with Cecil Holly (“Holly”) to assist Holly in securing deferred debt payments and to negotiate and mediate with Holly’s mortgage company on Holly’s behalf. A true and correct copy of the contract is attached and incorporated by reference as **“Exhibit “G”**.

19. Upon information and belief, Defendants received payment from Holly in the amount of Seven Hundred Fifty Dollars (\$750.00) prior to completion of services.

20. Eriq Brye admitted to Holly that Holly’s case was mishandled. To correct the matter, Eriq Brye promised to reimburse Holly for moving expenses following eviction, to provide for lodging at \$450 per month, and to buy Holly a new home.

21. Sallie Brye provided Holly with a personal check drawn on the account of Sallie and Kenneth Brye at CB Bank in the amount of One Thousand Two Hundred dollars (\$1,200.00) to cover moving expenses incurred by Holly.

22. Eriq Brye provided Holly a check in the amount of Two Thousand Seven Hundred Dollars (\$2,700.00) for six months temporary housing. The check was returned for insufficient funds. Eriq Brye ultimately reimbursed Holly for the funds. A true and correct copy of the Capital Foreclosure check to Holly is attached and incorporated by reference as **Exhibit “H”**.

Cheryl Moore

23. In or about April 2006, Defendants entered into a contract with Cheryl Moore ("Moore") to assist Moore in securing deferred debt payments and to negotiate and mediate with Moore's mortgage company on Moore's behalf.

24. Defendants received payment from Moore in the amount of Eight Hundred Seventy One Dollars (\$871.00) by MoneyGram prior to completion of services. Moore requested a full refund from Defendants and ultimately received a partial refund of Four Hundred Thirty Five Dollars (\$435.00). A true and correct copy of the MoneyGram receipt is attached and incorporated by reference as **Exhibit "I"**.

Shirley Johnson

25. In or about May 2006, Defendants entered into a contract with Shirley Johnson ("Johnson") to assist Johnson in securing deferred debt payments and to negotiate and mediate with Johnson's mortgage company on Johnson's behalf. Defendants failed to provide Johnson with a copy of the contract.

26. Defendants received payment from Johnson in two installments by money orders totaling One Thousand Dollars (\$1,000.00) prior to completion of services. A true and correct copy of the money orders is attached and incorporated by reference as **Exhibit "J"**.

Allen Matthews

27. In or about May 2006, Defendants entered into a contract with Allen Matthews ("Matthews") to assist Matthews in securing deferred debt payments and to negotiate and mediate with Matthews' mortgage company on Matthews' behalf.

28. Defendants received payment from Matthews in the amount of Eight Hundred Fifty Dollars (\$850.00) prior to completion of services. A true and correct copy of the receipt evidencing payment is attached and incorporated by reference as **Exhibit “K”**.

Desma Fox

29. In or about May 2006, Defendants entered into a contract with Desma Fox (“Fox”) to assist Fox in securing deferred debt payments and to negotiate and mediate with Fox’s mortgage company on Fox’s behalf. Defendants failed to provide Fox with a copy of the contract.

30. Upon information and belief, Defendants received payment from Fox in the amount of Forty Dollars (\$40.00) prior to completion of services.

Larry Sutton

31. In or about May 2006, Defendants entered into a contract with Larry Sutton (“Sutton”) to assist Sutton in securing deferred debt payments and to negotiate and mediate with Sutton’s mortgage company on Sutton’s behalf.

32. Upon information and belief, Defendants received payment from Sutton in the amount of Five Hundred Dollars (\$500.00) prior to completion of services.

Tara Carter

33. In or about June 2006, Defendants entered into a contract with Tara Carter (“Carter”) to assist Carter in securing deferred debt payments and to negotiate and mediate with Carter’s mortgage company on Carter’s behalf. A true and correct copy of the contract is attached and incorporated by reference as **Exhibit “L”**.

34. Defendants received payment from Carter in the amount of Four Hundred Dollars (\$400.00) prior to completion of services. A true and correct copy of the MoneyGram is attached and incorporated by reference as **Exhibit “M”**.

Marlyce Pruitt

35. In or about June 2006, Defendants entered into a contract with Marlyce Pruitt (“Pruitt”) to assist Pruitt in securing deferred debt payments and to negotiate and mediate with Pruitt’s mortgage company on Pruitt’s behalf. Defendants failed to provide Pruitt with a copy of the contract.

36. Defendants received payment from Pruitt in the amount of Five Hundred Twenty Five Dollars (\$525.00) prior to completion of services. Pruitt received a refund check from Defendants for non-performance which subsequently was returned for insufficient funds. A true and correct copy of the refund check issued by Capital Foreclosure and payable to Marlyce Puit is attached and incorporated by reference as **Exhibit “N”**.

Doris Elliott

37. In or about July 2006, Defendants entered into a contract with Doris Elliott (“Elliott”) to assist Elliott in securing deferred debt payments and to negotiate and mediate with Elliott’s mortgage company on Elliott’s behalf. A true and correct copy of the contract is attached and incorporated by reference as **Exhibit “O”**.

38. Upon information and belief, Defendants received payment from Elliott in the amount of Nine Hundred Nineteen Dollars (\$919.00) prior to completion of services.

Stella Gunning

39. In or about September 2006, Defendants entered into a contract with Stella Gunning ("Gunning") to assist Gunning in securing deferred debt payments and to negotiate and mediate with Gunning's mortgage company on Gunning's behalf. Defendants failed to provide Gunning with a copy of the contract.

40. Defendants received payment from Gunning in the amount of Two Thousand Six Hundred Dollars (\$2,600.00) prior to completion of services. A true and correct copy of the MoneyGram receipt evidencing payment is attached and incorporated by reference as **Exhibit "P"**.

Anthony and Alexis Holloway

41. In or about December 2006, Defendants entered into a contract with Anthony and Alexis Holloway ("Holloways") to assist the Holloways in securing deferred debt payments and to negotiate and mediate with the Holloways' mortgage company on the Holloways' behalf. Defendants failed to provide the Holloways with a copy of the contract.

42. Defendants received payment from the Holloways in the amount of Four Thousand One Hundred Dollars (\$4,100.00) prior to completion of services. True and correct copies of Western Union receipts and a receipt from Capital Foreclosure evidencing payment are attached and incorporated by reference as **Exhibit "Q"**.

43. The contracts referred to in paragraphs ten (10) through forty-two (42) failed to include the following provisions:

(a) A statement explaining the buyer's right to proceed against the bond or surety account required under Indiana Code § 24-5-15-8;

(b) The name and address of the surety company that issued a bond or depository and the trustee of a surety account and the account number of the surety account required under Indiana Code § 24-5-15-8;

(c) A complete and accurate statement of the buyer's right to review any file on the buyer maintained by a consumer reporting agency as provided under the Fair Credit Reporting Act (15 U.S.C. 1681 et seq.);

(d) A statement that the buyer's file is available for review at no charge on request made to the consumer reporting agency within thirty (30) days after the date of receipt of a notice that credit has been denied; and for a minimal charge at any other time;

(e) A complete and accurate statement of the buyer's right to dispute the completeness or accuracy of an item contained in a file on the buyer maintained by a consumer reporting agency;

(f) A statement that accurate information cannot be permanently removed from the files of a consumer reporting agency;

(g) A complete and accurate statement indicating when consumer information becomes obsolete and when consumer reporting agencies are prevented from issuing reports containing obsolete information;

(h) A complete and accurate statement of the availability of nonprofit credit counseling services.

44. The contracts referred to in paragraphs ten (10) through forty-two (42) failed to include two (2) copies of a Notice of Cancellation form.

45. The Defendants have never obtained a surety bond in the amount of Ten Thousand Dollars (\$10,000) as required by Indiana Code § 24-5-15-8.

COUNT I: VIOLATIONS OF THE CREDIT SERVICES ORGANIZATIONS ACT

46. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs one (1) through forty-five (45) above.

47. By contracting to perform the services referred to in paragraphs ten (10) through forty-two (42), the Defendants are a "credit services organization" as defined by Indiana Code § 24-5-15-2.

48. By failing to obtain a surety bond in the amount of Ten Thousand Dollars (\$10,000.00) prior to doing business as a credit service organization, the Defendants violated the Credit Services Organizations Act, Indiana Code § 24-5-15-8.

49. By receiving payment from the aforementioned consumers before the complete performance of the services identified in the contract referred to in paragraphs ten (10) through forty-two (42), the Defendants violated the Credit Services Organizations Act, Indiana Code § 24-5-15-5(1).

50. By failing to provide the aforementioned consumers with a written statement containing any of the eight statutorily required provisions prior to executing a contract or receiving valuable consideration, the Defendants violated the Credit Services Organizations Act, Indiana Code § 24-5-15-6. The provisions are:

(a) A statement explaining the buyer's right to proceed against the bond or surety account required under Indiana Code § 24-5-15-8;

(b) The name and address of the surety company that issued a bond or depository and the trustee of a surety account and the account number of the surety account required under Indiana Code § 24-5-15-8;

(c) A complete and accurate statement of the buyer's right to review any file on the buyer maintained by a consumer reporting agency as provided under the Fair Credit Reporting Act (15 U.S.C. 1681 et seq.);

(d) A statement that the buyer's file is available for review at no charge on request made to the consumer reporting agency within thirty (30) days after the date of receipt of a notice that credit has been denied; and for a minimal charge at any other time;

(e) A complete and accurate statement of the buyer's right to dispute the completeness or accuracy of an item contained in a file on the buyer maintained by a consumer reporting agency;

(f) A statement that accurate information cannot be permanently removed from the files of a consumer reporting agency;

(g) A complete and accurate statement indicating when consumer information becomes obsolete and when consumer reporting agencies are prevented from issuing reports containing obsolete information;

(h) A complete and accurate statement of the availability of nonprofit credit counseling services.

51. By failing to include in the contracts referred to in paragraphs ten (10) through forty-two (42), a statement and notice of cancellation as required by Indiana Code §§ 24-5-15-7(a)(1) and 24-5-15-7(b), the Defendants violated the Credit Services Organizations Act, Indiana Code § 24-5-15-7.

52. By failing to provide the aforementioned consumers with a written contract containing each of the provisions required by Indiana Code § 24-5-15-7, the Defendant violated the Credit Services Organization Act, Indiana Code § 24-5-15-7.

COUNT II: VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT

53. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs one (1) through fifty-two (52) above.

54. The transactions referred to in paragraphs ten (10) through forty-two (42) are “consumer transactions” as defined by Indiana Code § 24-5-0.5-2(a)(1).

55. The Defendants are a “supplier” as defined by Indiana Code § 24-5-0.5-2(a)(3).

56. The violations of the Indiana Credit Services Organizations Act referred to in paragraphs forty-six (46) through fifty-two (52) constitute deceptive acts pursuant to Indiana Code § 24-5-15-11.

57. By failing to provide the services outlined in the contract for the transactions referred to in paragraphs eighteen (18) through twenty-two (22), thirty-five (35) and thirty-six (36) the Defendants violated the Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-3.

58. By representing to consumers that there was a money-back guarantee if Defendants failed to prevent foreclosure and then failing to provide a full refund, the Defendants violated the Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-3.

59. By representing to consumers that Defendants had the characteristics of experienced consultants with in-depth industry knowledge on how to avoid and stop

foreclosure, the Defendants violated the Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-3.

COUNT III: KNOWING AND INTENTIONAL VIOLATIONS
OF THE DECEPTIVE CONSUMER SALES ACT

60. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs one (1) through fifty-nine (59) above.

40. The misrepresentations and deceptive acts set forth above were committed by the Defendants with knowledge and intent to deceive.

RELIEF

WHEREFORE, the Plaintiff, State of Indiana, requests the Court enter judgment against the Defendants, enjoining the Defendants from the following:

a. In the course of performing services as a credit services organization, failing to obtain a surety bond in the amount of Ten Thousand Dollars (\$10,000.00) prior to doing business as a credit services organization;

b. In the course of performing services as a credit services organization, charging or receiving money or other valuable consideration before the complete performance of services on behalf of a consumer, unless the Defendants have obtained a surety bond issued by a surety company admitted to do business in Indiana or established an irrevocable letter of credit under Indiana Code § 24-5-15-8;

c. In the course of performing services as a credit services organization, failing to provide the consumer with a written statement containing each of the provisions required by Indiana Code § 25-5-15-6 prior to executing a contract or receiving valuable consideration;

d. In the course of performing services as a credit services organization, failing to include in contracts with consumers the statement required by Indiana Code § 24-5-15-7(a)(1) and two (2) copies of the notice of cancellation form required by Indiana Code § 24-5-15-7(b);

AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court enter judgment against the Defendant for the following relief;

a. Costs pursuant to Indiana Code § 24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;

b. Restitution on behalf of John Boner Clothing Fund in the amount of Three Hundred Ninety-Two Dollars (\$392.00).

c. Restitution on behalf of Sherrie Alexander in the amount of Two Thousand One Hundred Sixty Nine Dollars and Seventy One Cents (\$2,169.71).

d. Restitution on behalf of Donald and Wanda Stewart in the amount of Seven Hundred Fifty Dollars (\$750.00).

e. Restitution on behalf of Elsie R. Sanders in the amount of Three Thousand Seven Hundred Sixty-Six Dollars and Thirteen Cents (\$3,766.13).

f. Restitution on behalf of Cecil Holly in the amount of Seven Hundred Fifty Dollars (\$750.00).

g. Restitution on behalf of Cheryl Moore in the amount of Four Hundred Fifteen Dollars (\$415.00).

h. Restitution on behalf of Shirley Johnson in the amount of One Thousand Dollars (\$1,000.00).

i. Restitution on behalf of Allen Matthews in the amount of Eight Hundred Fifty Dollars (\$850.00).

j. Restitution on behalf of Desma Fox in the amount of Forty Dollars (\$40.00).

k. Restitution on behalf of Larry Sutton in the amount of Five Hundred Dollars (\$500.00).

l. Restitution on behalf of Tara Carter in the amount of Four Hundred Dollars (\$400.00).

m. Restitution on behalf of Marlyce Pruitt in the amount of Five Hundred Twenty Five Dollars (\$525.00).

n. Restitution on behalf of Doris Elliott in the amount of Nine Hundred Nineteen Dollars (\$919.00).

o. Restitution on behalf of Stella Gunning in the amount of Two Thousand Six Hundred Dollars (\$2,600.00).

p. Restitution on behalf of Anthony and Alexis Holloway in the amount of Four Thousand One Hundred Dollars (\$4,100.00).

q. On Count III of the Plaintiff's complaint, civil penalties pursuant to Indiana Code § 24-5-0.5-4(g) for the Defendant's knowing violations of the Deceptive Consumer Sales Act, in the amount of Five Thousand Dollars (\$5,000.00) per violation, payable to the State of Indiana;

r. On Count III of the Plaintiff's complaint, civil penalties pursuant to Indiana Code § 24-5-0.5-8 for the Defendant's intentional violations of the Deceptive

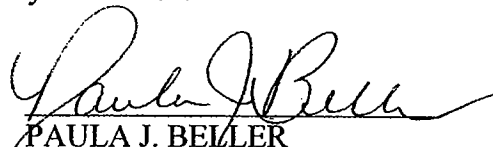
Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation,
payable to the State of Indiana; and

s. All other just and proper relief.

Respectfully submitted,

STEVE CARTER
INDIANA ATTORNEY GENERAL
Attorney No. 4150-64

By:



PAULA J. BELLER
Deputy Attorney General
Attorney No. 26255-49
Office of the Attorney General
Indiana Government Center South, 5th Floor
302 West Washington Street
Indianapolis, IN 46204
(317) 233-0878

CAPITAL FORECLOSURE

Client agrees to and understands the types of loss mitigation services provided as follows:

You may be able to assist you in saving your home or eliminating debt through a variety of possible loss mitigation options. In order to determine if you are eligible for options A through G listed below, please provide the loss mitigation specialist in our office accurate and complete information. Because the available assistance options vary by loan type and investor approval, they have been itemized below for your convenience.

LOAN MODIFICATION (Available on a very limited number of VA loans with lender and/or investor approval) (Recast for FHA)

If you have incurred a long term financial hardship, our office can assist in supplying the appropriate information to lender/investor to take appropriate measures to modify the term(s) of your mortgage and this could lower the interest and payments. There are costs and fees associated with a modification that you will be responsible for. All property taxes must be current or you must be participating in an approved payment plan with your taxing authority to be eligible for a modification. Any additional liens or mortgages must agree to be subordinate to the first mortgage. All requests are subject to your investor's approval. Any fees owed to the agent, servicer, lender and/or investor will be deducted at closing of the initial approval and are non-refundable.

VA LOAN MODIFICATION/REFUNDING (available for VA loans only) (Need at least 30 days to process)

A refunding is when the VA buys your loan from the loan holder. Refunding may give VA the flexibility to consider options to help you save your home that your current loan holder either could not or would not consider. When the VA refunds a loan under 38 U.S.C. 364318, the delinquency is added to the principal balance and the loan is re-amortized. Your new loan will be non-transferable without prior approval from the Secretary. If your interest rate was lowered and an assumption is approved, the interest rate will be adjusted back to the previous rate. Any fees owed to the agent, VA, loan servicer, and/or investor will be deducted at closing of the initial approval and are non-refundable.

SHORT PAYOFF (SHORT SALE) (Pre-foreclosure Sale) (Compromise of Sale)

If you have suffered a long term financial hardship and are unable to maintain your loan or if you need to sell the property to avoid a default loss on the property, it is possible that the investor may be able to accommodate you with a short payoff. A qualified buyer is required. If this is an option you wish to pursue, you must inform the loss mitigation specialist assisting you immediately. There may be tax ramifications associated with any short payoff or foreclosure; therefore, your agent recommends you contact your tax advisor for details. Any fees owed to the agent, loan servicer, insurer and/or guarantor will be deducted at closing of the initial approval and is non-refundable.

DEED-IN-LIEU OF FORECLOSURE

If you have incurred a long term financial hardship and your house has been on the market (at fair market value) for at least 90 days, you may be eligible for a deed-in-lieu of foreclosure. To be considered for this option, you must complete a financial package and provide a copy of your recent active listing agreement. Also, there cannot be any additional claims or liens (other than the mortgage) against the property. If you are approved for a deed-in-lieu, you will be giving up all rights to the property and the property will be conveyed to your investor. In exchange for the deed-in-lieu, the loan servicer, investor, insurer and/or guarantor will waive all deficiency judgment rights. You may be asked to participate in our Short Payoff program before a deed-in-lieu of foreclosure is accepted. Any fees owed to the agent, loan servicer, investor, insurer and/or guarantor will be deducted at closing of the initial approval and is non-refundable.

REPAYMENT PLAN

If you have incurred a short term financial hardship and your loan is two or more months past due, your agent will also consider the possibility of submitting a request for a payment plan to the guarantor, insurer, loan servicer and/or investor for approval. Only after reviewing your financial situation will this option be considered. All clients must be able to show that they can afford this plan in order to be submitted to your loan servicer, investor, insurer and/or guarantor. Any fees owed to the agent, loan servicer, investor, insurer and/or guarantor will be deducted at closing of the initial approval and are non-refundable.

SPECIAL FORBEARANCE (FHA loans only) (Type I & II)

If you have incurred a short term financial hardship and your loan is 90 days to 365 days past due, the agent will also consider the possibility of submitting a request of a special forbearance to the guarantor, issuer, loan servicer and/or investor for approval. A special forbearance is designed to provide you with more relief than is possible with a regular repayment plan. Typical approval can result in allowing for a 12 to 18 month repayment of past due payments. Type II - can be utilized in an unemployment situation whereby the promise of future employment is present. We have cases that are VA loans with 27-month repayment plans. Any fees owed to the agent, loan servicer, investor, insurer and/or guarantor will be deducted at closing of the initial approval and are non-refundable.

PARTIAL CLAIM (FHA mortgages only) (Some Freddie Mac Investor loans)

The agent may assist in requesting a partial claim if you qualify. Eligibility if loans is 120 to 365 days past due. A partial claim is a subordinate mortgage (2nd mortgage) between you and the Secretary of Housing Urban Development. The partial claim note will commence payment at the maturity date of the first mortgage and carry no interest and will include the past due payments due on the loan. The partial claim will consist of only 12 months of past due payments. Any fees owed to the agent, loan servicer, investor, insurer and/or guarantor will be deducted at closing of the initial approval and are non-refundable.

requests that the agent submit information for consideration of the above loss mitigation alternatives to appropriate parties in an effort to rectify mortgage problems if client qualifies for our assistance. Our rate is earned at one hundred twenty-five dollars per hour for the completion of our services.

I, Vivienne Daniel, understand and agree to the information contained in this document. I/WE further acknowledge that information submitted to lender for consideration is accurate to the best of our knowledge.

and this 21st day of March, 2006.

by Vivienne Daniel



Capitol Foreclosure
9237031

JOHN BONER CLOTHING FUND

1440

Payee CAPITOL FORECLOSURE
 Vendor CAPITOL FORECLOSURE

Account #: CAPITOL FORECLOSURE

04/14/2006

Invoice Description
 041406CapitolForel Rent + Assistance for Vivienne Daniels

Discount Amount
 \$0.00 \$392.00

Total : \$0.00 \$392.00

JOHN BONER CLOTHING FUND

2236 E 10TH STREET
 INDIANAPOLIS, IN 46201
 317-683-8210 FAX 317-633-9006

COMMUNITY CHOICE FEDERAL CREDIT UNION
 2811 E. 10TH ST. SUITE A INDIANAPOLIS, IN 46201
 20-8654/2740

1440
 1440

***Three Hundred Ninety Two and 00/100 Dollars

DATE AMOUNT

04/14/2006 \$392.00

PAY TO THE ORDER OF

CAPITOL FORECLOSURE
 PO BOX 36531
 INDIANAPOLIS, IN 46236

VOID AFTER 90 DAYS

[Signature]

SHERRIE ALEXANDER
3379 N. DENNY PH 317-542-8978
INDIANAPOLIS, IN 46218-2236

20-1/740

6416

BANK ONE, INDIANA NA
INDIANAPOLIS, IN 46277

BALANCE FORWARD	
THIS PAYMENT	349.51
BALANCE	
OTHER	
BALANCE FORWARD	

TAX DEDUCTIBLE ITEM ☐

NOT NEGOTIABLE

Blumberg No. 5139

STATE'S
EXHIBIT

C



FOR YOUR PROTECTION SAVE THIS COPY
MONEY ORDER

Customer Copy

Indiana

FOR STOP PAYMENTS, PHOTO COPIES, OR ANY OTHER SERVICE REQUIREMENT,
CONTACT INTEGRATED PAYMENT SYSTEMS INC. AT 1-800-223-7520

Pay To The
Order Of

City Mortgage

05/26/2006

Pay

EIGHT HUNDRED DOLLARS AND 00 CENTS

\$ *****800.00***

NOT VALID FOR MORE THAN \$1000.00

NON NEGOTIABLE

SENDER

TERMS
PURCHASER/DRAWER AGREES TO ENTER THE NAME OF A PAYEE AND SIGN THE INSTRUMENT IMMEDIATELY UPON
THE DATE OF THE INSTRUMENT. PURCHASER/DRAWER BEARING THE RISK OF ANY LOSS OF

CAPITAL FORECLOSURE

ient agrees to and understands the types of loss mitigation services provided as follows:

may be able to assist you in saving your home or eliminating debt through a variety of possible loss mitigation options. In order to determine if you are eligible for ons A through G listed below, please provide the loss mitigation specialist in our office accurate and complete information. Because the available assistance options by loan type and investor approval, they have been itemized below for your convenience.

LOAN MODIFICATION (Available on a very limited number of VA loans with lender and/or investor approval) (Recast for FHA)

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DONALD T. STEWART

I/WE further acknowledge that information submitted to lender for consideration is accurate to the best of our knowledge.

ed this April 3 day or 2006.

(s) Donald T. Stewart



TRAVELERS EXPRESS COMPANY, INC. DRAWER
P.O. BOX 9475, INDIANAPOLIS, IN 46240
PLEASE SEE TERMS ON REVERSE SIDE

EMPLOYEE: 60283155087
DATE/AMOUNT: 00 00 0514
90/61/50 0283155087
DATE/AMOUNT: 00 00 0514
90/61/50 0283155087

TRAVELERS EXPRESS COMPANY, INC. DRAWER
P.O. BOX 9475, INDIANAPOLIS, IN 46240
PLEASE SEE TERMS ON REVERSE SIDE

TRAVELERS EXPRESS COMPANY, INC. DRAWER
P.O. BOX 9475, INDIANAPOLIS, IN 46240
PLEASE SEE TERMS ON REVERSE SIDE

EMPLOYEE: 47706099375
DATE/AMOUNT: 04/07/06
\$300.00
Capital Foreclosure
47706099375

TRAVELERS EXPRESS COMPANY, INC. DRAWER
P.O. BOX 9475, INDIANAPOLIS, IN 46240
PLEASE SEE TERMS ON REVERSE SIDE

TRAVELERS EXPRESS COMPANY, INC. DRAWER
P.O. BOX 9475, INDIANAPOLIS, IN 46240
PLEASE SEE TERMS ON REVERSE SIDE

EMPLOYEE: 48055135766
DATE/AMOUNT: 05/26/06
\$350.00
Appraisal Unlimited
48055135766

TRAVELERS EXPRESS COMPANY, INC. DRAWER
P.O. BOX 9475, INDIANAPOLIS, IN 46240
PLEASE SEE TERMS ON REVERSE SIDE

Receipt For Real Estate Appraisal

Appraisal Date: 5-26-06

Appraisal Fee: \$350.00 Paid

Purchaser/Borrower: Donald T. Stewart

Property Address: 3127 N. White River Pkwy E.D.

City: Indianapolis, Indiana 46208

Appraisals Unlimited of Indiana
1335 East 96th Street, Indianapolis, IN 46240John Fife: phone (317) 450-5055 email: jfife1@comcast.net
Becky Ellis: phone (317) 460-4319 email: beckyellis@comcast.net

Receipt CAPITAL FORECLOSURE		
Payee Name: Donald Stewart Address: 3127 N. White River Pkwy East City, ST ZIP Code: Indianapolis, In 46208		Payer Name: Capital Foreclosure Address: P.O. Box 36531 City, ST ZIP Code: Indianapolis, IN 46236-4750
DATE	DESCRIPTION	AMOUNT
April 21, 2006	Remaining balance on Capital Foreclosure Fee	901.00
	SUBTOTAL	901.00
	TAX	
	TOTAL	901.00

All monies was to be sent to ~~the~~
money Gram

Capital Foreclosure LLC
code number 4933

Indianapolis, Ind
46236

\$ 601.00

CRC
4-26-2006
paid

This is what
we paid to the
in cash and
money order

ERIQ BRUE 7330 Campfire Run

(317) 823-7690 (home)

(317) 823-7631 (business)

(317) 966-1940 (cell)

We have also Filed a complaint with the BBB
and The Attorney Generals Office



Teachers Credit Union

110 S. Main St.
South Bend, IN 46601

07-17-06 12:51:15

ELISE R SANDERS

0815

CHECK NUMBER: 000323292

CHECK AMOUNT:

2415.00

ELISE R SANDERS
OR
KENNETH BRYE

This item is a cashier's check and it will not be replaced for 90 days if lost or stolen and re-issuance will be subject to the terms and conditions of Teachers Credit Union's Declaration of Loss for Cashier's Check Agreement and all applicable laws governing financial institutions, including I.C. 26-1-3.1-312.

RECEIVED BY

Elise R Sanders

visit us at www.tcunet.com

DETACH THIS PORTION BEFORE DEPOSITING

Blumberg No. 5138

STATE'S
EXHIBIT

F

APR. 30. 2007 11:22AM

TCU RECORDS MGMT

NO. 011

P. 2/2

ELISE R. SANDERS
5515 FREEDOM CT.
INDIANAPOLIS, IN 46254

4744

71-9182/2712
BRANCH 37

3-2-06

Date

Pay to the
Order of

Erig Bryce

\$ 483.00

four hundred eighty-three and no/100 Dollars



Security
Features on
Back



TEACHERS CREDIT UNION

www.tcuonline.com
Member Service
1-800-552-4745

NON NEGOTIABLE

Elise R. Sanders

for loss mitigation

0000048300

Erig Bryce

271291826
TEACHERS CREDIT UNION

APR 3 2006

INDIANAPOLIS, IN 46201

APR 3 2006

RECEIPT		Capital Foreclosure Inc. 6100 N. Keystone Ave Ste 442 Indianapolis, Indiana. 46220		Payer Name: Elise Sanders Address: 5515 Freedom Court Indianapolis, IN 46254	
DATE	DESCRIPTION	AMOUNT			
9/27/06	Fees for remedy to prevent state of eviction (Feiwell & Hannoy)	868.13			
		SUBTOTAL			
		TAX			
		TOTAL	868.13		

RECEIPT		Payee Name: Address: City, ST ZIP Code:		Payer Name: Address: City, ST ZIP Code:	
DATE	DESCRIPTION	AMOUNT			
		SUBTOTAL			
		TAX			
		TOTAL			

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DATE	AMOUNT		
		SUBTOTAL	
		TAX	
		TOTAL	

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I, CECIL HOLLY, understand and agree to the information contained in this form. I/WE further acknowledge that information submitted to lender for consideration is accurate to the best of our knowledge.

Witnessed this 12 day of PRIL, 2006.

Signature of _____



CAPITAL FORECLOSURE
6100 N. KEYSTONE AVENUE
INDIANAPOLIS, IN 46220
(317) 253-4940

PAY
TO THE
ORDER OF

Cecil Holly

INDIANA MEMBERS CREDIT UNION
INDIANAPOLIS, IN 46256

Twenty-Seven Hundred

DATE 2/3/07

\$ 2700.00

DOLLARS



AMERICAN
SAVINGS
BANK

FOR AS AGREED RESOLVES / WITH AGREEMENT

John M. Baye

Q334

20-14042740 1060

STATE'S
EXHIBIT

II

Blumberg No. 5138

11. Still & Home Inc
 Div. of Consumer Protection Homeowner's Div.

Send Payment via
 MoneyGram ExpressPayment

Amount to be paid: \$ 871.10

Pay to the order of: **Capital Financial LLC**
 (Company / Institution)
 10000 N. 10th Ave.
 Suite 100
 Omaha, NE 68131

From: **IN**
 (Origin / Location)
 10000 N. 10th Ave.
 Suite 100
 Omaha, NE 68131

Reference Number / Account ID: **176887457**

FOR AGENCY USE ONLY - DO NOT WRITE

Amount in US Dollars: \$ 871.10

Amount in Local Currency: \$ 650

Consent Fee / Cargo: \$ 877.50

Total Collected / Total Received: \$ 176887457

Agent's Name: **Wall Street 3406**
 Nombre del Empleado del Agente: **Wall Street 3406**

Initial Fee: **877.50**

End of Service

STATE'S EXHIBIT
 I

Sent to Capitol
Foreclosure!

CVS does not refund/cash money orders (except
where required by law, including MI)
PLEASE SEE TERMS ON REVERSE SIDE

8

DATE/AMOUNT	
5552561769	05/19/2006
1.37	MM
DETACH	

5552561769 **7**

EMPLOYEE
610 (3/06) 500/5000
M 88149-N

▼ DETACH HERE ▼

CVS does not refund/cash money orders (except
where required by law, including MI)
PLEASE SEE TERMS ON REVERSE SIDE

2

DATE/AMOUNT	
5552561768	05/19/2006
1.37	MM
DETACH	

5552561768 **6**

EMPLOYEE
610 (3/06) 500/5000
M 88149-N

▼ DETACH HERE ▼

KEEP THIS STUB



Receipt		
Payee Name: Capital Foreclosure Address: P.O. Box 36531 City, ST ZIP Code: Indianapolis, IN 46236-4750		Payer Name: Allen Matthews Sr. Address: 10326 Baribeau Lane City, ST ZIP Code: Indianapolis, IN 46229
DATE	DESCRIPTION	AMOUNT
May 30, 2006	Remitted Payment on behalf of Allen Matthews S. Pursuant to agreed upon Agreement as a form of payment.	850.00
	SUBTOTAL	850.00
	TAX	
	TOTAL	850.00



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I/WE further acknowledge that information submitted to lender for consideration is accurate to the best of our knowledge.

Signed this _____ day of _____, 20 06.

(s) Tara C. Carter



Send a payment via
Envía un pago por
MoneyGram® ExpressPayment

RECEIVE CODE (REQUIRED):
CÓDIGO DE RECIBO (REQUIER

PAY TO:
PAGUE A:

(minimum 4 digits / mínimo 4 dígitos)
MAKE SURE YOUR RECEIVE CODE IS CORRECT. IT ULTIMATELY ROUTES YOUR PAYMENT. IF YOU PROVIDE THE WRONG COMPANY NAME OR ADDRESS BELOW, SE A CERTO QUE SU CÓDIGO DE RECIBO ES CORRECTO. EN EL CASO QUE PROPORCIONES EL NOMBRE Y LA DIRECCIÓN DE LA COMPAÑÍA EQUIVOCADO O INCORRECTO, EN LA ÚLTIMA INSTANCIA EL CÓDIGO DE RECIBO DIRIGES SU PAGAMENTO A LA COMPAÑÍA INCORRECTA.

Capitol Foreclosure
Company / Compañía

Indpls. In. 46218
City / Ciudad State / Estado
(optional / opcional) (optional / opcional)

ACCOUNT NUMBER TO WHICH PAYMENT SHOULD BE APPLIED OR DESIGNATED RECIPIENT:
NÚMERO DE CUENTA A LA CUAL EL PAGO DEBE SER APLICADO O EL DESTINATARIO DESIGNADO:

3012 N. Arlington Ave. Indpls. In. 46218
(Do not include dashes or spaces / No incluya espacios o guiones)

DOLLAR AMOUNT:
CANTIDAD DE DÓLARES:

\$ 400.00 Agent must complete the reverse side of this form for transactions of \$500.00 or more.
El Agente tiene que llenar el otro lado de este documento para transacciones de \$500.00 o más.

SENDER'S NAME:
LA PERSONA QUE ENVÍA:

Tara C. Carter
First Name / Primer Nombre Middle Initial / Inicial Last Name / Apellido(s)

3012 N. Arlington Ave.
Street / Calle

Indpls. In. 46218 (317) 591-1284
City / Ciudad State / Estado Zip / C.P. Home Phone / Teléfono

Lara C. Carter
Sender's Signature / Firma de la persona que envía Date / Fecha

THIS TRANSACTION IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. THOSE TERMS AND CONDITIONS LIMIT THE SENDER'S LEGAL RIGHTS AND SHOULD BE REVIEWED PRIOR TO SIGNING. / ESTA TRANSACCIÓN ESTÁ SUJETA A LOS TÉRMINOS Y CONDICIONES QUE APARECEN AL REVERSO DE ESTA FORMA. ESOS TÉRMINOS Y CONDICIONES LIMITAN LOS DERECHOS DEL REMITENTE Y DEBERÁN SER REVISADOS ANTES DE FIRMAR.

MESSAGE:
MENSAJE:

ATTENTION:
ATENCIÓN:

CUSTOMER COPY
COPIA DEL CLIENTE

410 9008 8107 Rev. 6/04 1st and © 2004 MoneyGram Payments System, Inc. All rights reserved.
1M y © 2004 MoneyGram Payments System, Inc. todos los derechos reservados.

www.moneygram.com

MoneyGram
ExpressPayment

FOR AGENT USE / PARA USO DEL AGENTE

Reference Number / Número de Referencia

735916371

\$ 400.00

Dollar Amount / Cantidad de Dólares

\$ 6.95

Consumer Fee / Cargos

\$ 406.95

Total Collected / Total Cobrado

Agent Employee Name
Nombre del Empleado del Agente

MoneyGram Operator #
Número del Operador de MoneyGram



CAPITAL FORECLOSURE
6100 N. KEYSTONE AVENUE
INDIANAPOLIS, IN 46220
(317) 253-4840

1058

20-7404/2740

PAY
TO THE
ORDER OF

Marilyn Pruitt

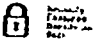
DATE *2/2/07*

\$ *525.00*

Five Hundred and Twenty-five

INDIANA MEMBERS CREDIT UNION
INDIANAPOLIS, IN 46256

DOLLARS



FOR

Refund for non performance

Sallie M. Buge

⑈0000052500⑈

823-7631

*Trig Buge filled the check out
but signed someone's else name
in this check. Sallie Buge is
not on his account. Marilyn
Pruitt*

PO-0043-7
072007
F-5651 TRC-5663 PK-20

AMOUNT \$525.00 INDIANAPOLIS IN 46227 BT 02

STATE'S
EXHIBIT
N

897-0861
3322339

#1707
1/11/07
1/11/07

[Signature]

CAPITAL FORECLOSURE

agent agrees to and understands the types of loss mitigation services provided as follows:

may be able to assist you in saving your home or eliminating debt through a variety of possible loss mitigation options. In order to determine if you are eligible for ns A through G listed below, please provide the loss mitigation specialist in our office accurate and complete information. Because the available assistance options by loan type and investor approval, they have been itemized below for your convenience.

LOAN MODIFICATION (Available on a very limited number of VA loans with lender and/or investor approval) (Recast for FHA)

If you have incurred a long term financial hardship, our office can assist in supplying the appropriate information to lender/investor to take appropriate measures to modify the term(s) of your mortgage and this could lower the interest and payments. There are costs and fees associated with a modification that you will be responsible for. All property taxes must be current or you must be participation in an approved payment plan with your taxing authority to be eligible for a modification. Any additional liens or mortgagees must agree to be subordinate to the first mortgage. All requests are subject to your investor's approval. Any fees owed to the agent, servicer, lender and/or investor will be deducted at closing of the initial approval and are non-refundable.

VA LOAN MODIFICATION/REFUNDING (available for VA loans only) (Need at least 30 days to process)

A refunding is when the VA buys your loan from the loan holder. Refunding may give VA the flexibility to consider options to help you save your home that your current loan holder either could not or would not consider. When the VA refunds a loan under 38 U.S.C. 36.4318, the delinquency is added to the principal balance and the loan is re-amortized. Your new loan will be non-transferable without prior approval from the Secretary. If your interest rate was lowered and an assumption is approved, the interest rate will be adjusted back to the previous rate. Any fees owed to the agent, VA, loan servicer, and/or investor will be deducted at closing of the initial approval and are non-refundable.

SHORT PAYOFF (SHORT SALE) (Pre-foreclosure Sale) (Compromise of Sale)

If you have suffered a long term financial hardship and are unable to maintain your loan or if you need to sell the property to avoid a default loss on the property, it is possible that the investor may be able to accommodate you with a short payoff. A qualified buyer is required. If this is an option you wish to pursue, you must inform the loss mitigation specialist assisting you immediately. There may be tax ramifications associated with any short payoff or foreclosure; therefore, your agent recommends you contact your tax advisor for details. Any fees owed to the agent, loan servicer, insurer and/or guarantor will be deducted at closing of the initial approval and is non-refundable.

DEED-IN-LIEU OF FORECLOSURE

If you have incurred a long term financial hardship and your house has been on the market (at fair market value) for at least 90 days, you may be eligible for a deed-in lieu of foreclosure. To be considered for this option, you must complete a financial package and provide a copy of your recent active listing agreement. Also, there cannot be any additional claims or liens (other the mortgage) against the property. If you are approved for a deed-in-lieu, you will be giving up all rights to the property and the property will be conveyed to your investor. In exchange for the deed-in-lieu, the loan servicer, investor, insurer and/or guarantor will waive all deficiency judgment rights. You may be asked to participate in our Short Payoff program before a deed-in-lieu of foreclosure is accepted. Any fees owed to the agent, loan servicer, investor, insurer and/or guarantor will be deducted at closing of the initial approval and is non-refundable.

REPAYMENT PLAN

If you have incurred a short term financial hardship and your loan is two or more months past due, your agent will also consider the possibility of submitting a request for a payment plan to the guarantor, insurer loan servicer and/or investor for approval. Only after reviewing your financial situation will this option be considered. All clients must be able to show that they can afford this plan in order to be submitted to your loan servicer, investor, insurer and/or guarantor. Any fees owed to the agent, loan servicer, investor, insurer and/or guarantor will be deducted at closing of the initial approval and are non-refundable.

SPECIAL FORBEARANCE (FHA loans only) (Type I & II)

If you have incurred a short term financial hardship and your loan is 90 days to 365 days past due, the agent will also consider the possibility of submitting a request of a special forbearance to the guarantor, issuer, loan servicer and/or investor for approval. A special forbearance is designed to provide you with more relief than is possible with a regular repayment plan. Typical approval can result in allowing for a 12 to 18 month repayment of past due payments. Type II - can be utilized in an unemployment situation whereby the promise of future employment is present. We have cases that are VA loans with 27-month repayment plans. Any fees owed to the agent, loan servicer, investor, insurer and/or guarantor will be deducted at closing of the initial approval and are non-refundable.

PARTIAL CLAIM (FHA mortgages only) (Some Freddie Mac Investor loans)

The agent may assist in requesting a partial claim if you qualify. Eligibility if loans is 120 to 365 days past due. A partial claim is a subordinate mortgage (2nd mortgage) between you and the Secretary of Housing Urban Development. The partial claim note will commence payment at the maturity date of the first mortgage and carry no interest and will include the past due payments due on the loan. The partial claim will consist of only 12 months of past due payments. Any fees owed to the agent, loan servicer, investor, insurer and/or guarantor will be deducted at closing of the initial approval and are non-refundable.

requests that the agent submit information for consideration of the above loss mitigation alternatives to appropriate parties in an effort to rectify mortgage problems if client qualifies for our assistance. Our rate is earned at one hundred twenty-five dollars per hour for the completion of our services.

Leonard S. & Doris J. Elliott understand and agree to the information contained in this form. I/WE further acknowledge that information submitted to lender for consideration is accurate to the best of our knowledge.

signed this _____ day or _____, 20____

(s) Leonard S. Elliott Doris J. Elliott



Envia un pago por MoneyGram ExpressPayment

RECEIPT CODE (REQUIRED):
CÓDIGO DE RECIBO (REQUERIDO):

(minimum 4 digits / mínimo 4 dígitos)
PLEASE PRINT YOUR RECEIPT CODE IN CORRECT POSITION. IF YOU PROVIDE THE WRONG COMPANY NAME OR ADDRESS BELOW, YOUR PAYMENT MAY BE DELAYED OR RETURNED TO YOU. EN LA ÚLTIMA INSTANCIA EL CÓDIGO DE RECIBO DIRIGE SU PAGAMENTO A LA COMPAÑÍA INCORRECTA.

Company / Compañía **Capital Foreclosure LLC**
 City / Ciudad **INDIANA POLLS INDIANA**
 State / Estado **INDIANA**
 (optional / opcional) **46236**

ACCOUNT NUMBER TO WHICH PAYMENT SHOULD BE APPLIED OR DESIGNATED RECIPIENT:
 NÚMERO DE CUENTA A LA CUAL EL PAGO DEBE SER APLICADO O EL DESTINATARIO DESIGNADO:

AMOUNT:
MONTANT EN DÓLARES:

SENDER'S NAME:
NOMBRE DE LA PERSONA QUE ENVÍA:

(Do not include dashes or spaces / No incluya espacios o guiones)
\$2,600
 Agent must complete this form for transactions of \$500.00 or more.
 El Agente tiene que llenar este documento para transacciones de \$500.00 o más.
 First Name / Primer Nombre **Stella**
 Middle Initial / Inicial **Angela**
 Last Name / Apellido(s) **Gunning**
 Street / Calle **23 Monaco Place**
 City / Ciudad **BROOKLYN** State / Estado **NY** Zip / C.P. **11233**
 Home Phone / Teléfono **718 485 7228**
 Sender's Signature / Firma de la persona que envía **Stella Gunning** Date / Fecha **9/6/06**

THIS TRANSACTION IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE. THESE TERMS AND CONDITIONS LIMIT THE SENDER'S LEGAL RIGHTS AND SHOULD BE REVIEWED PRIOR TO SIGNING. / ESTA TRANSACCIÓN ESTÁ SUJETA A LOS TÉRMINOS Y CONDICIONES QUE APARECEN AL REVERSO DE ESTA FORMA. ESOS TÉRMINOS Y CONDICIONES LIMITAN LOS DERECHOS DEL REMITENTE Y DEBERÁN SER REVISADOS ANTES DE FIRMAR.

STOMER COPY
COPIA DEL CLIENTE

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www.moneygram.com

MoneyGram ExpressPayment

FOR AGENT USE / PARA USO DEL AGENTE

Reference Number / Número de Referencia

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\$ **2600.**

Dollar Amount / Cantidad de Dólares

\$ **1895 6.95**
 Consumer Fee / Cargos

\$ **2608.95** **2606.95**
 Total Collected / Total Cobrado

Agent Employee Name
Nombre del Empleado del Agente

MoneyGram Operator #
Número del Operador de MoneyGram

Blumberg No. 5138

STATE'S
EXHIBIT

P

**WESTERN
UNION**

Customer Receipt / Recibo del Cliente

www.westernunion.com

STOP & SHOP #18
545 FREEPORT ST
DORCHESTER MA 02122

Oper ID:
12/06/06
812P EST

Money Transfer Send
~~Envío de Dinero~~

MONEY IN MINUTES

Sender/Remitente: ALEXIS CASON
Receiver/Destinatario: LINDA SIMONTON

Available In/Disponible en: INDIANAPOLIS, IN - MONEY IN MINUTES

Western Union Card Number / Numero de Tarjeta
Total WU Card Points/Total puntos en tarjeta WU : 25
Assigned WU Card Points/Puntos asignados a la tarjeta WU : 15

Amount/Cantidad: \$ 1500.00
Charge(s)/Cargos:
Service/Servicio: 99.99
Total/Total: \$ 1599.99

**WESTERN
UNION**

GREAT NEWS! Take 20% OFF one Western Union Money Transfer. Valid only for US person to person transfer payable same day at US Agent. One discount per transfer. No cash value. Agent-Use code J2203-103904322. Expires 02/01/07

ADD PHONE TIME! Gold Card acts as a rechargeable LONG DISTANCE phone card. Add time using cash at an Agent. Call 888-520-7924 to use credit/debit card.

Agent Signature /
Firma del Agente

Customer Signature /
Firma del Cliente

IN ADDITION TO THE TRANSFER FEE, WESTERN UNION ALSO MAKES MONEY WHEN IT CHANGES YOUR DOLLARS INTO FOREIGN CURRENCY. PLEASE SEE REVERSE SIDE FOR MORE INFORMATION REGARDING CURRENCY EXCHANGE. CERTAIN TERMS AND CONDITIONS GOVERNING THIS TRANSACTION AND THE SERVICES YOU HAVE SELECTED ARE SET FORTH ON THE REVERSE SIDE. BY SIGNING THIS RECEIPT, YOU ARE AGREEING TO THOSE TERMS AND CONDITIONS. IF LISTED ABOVE, THE CURRENCY TO BE PAID OUT AND THE EXCHANGE RATE FOR YOUR TRANSACTION WERE DETERMINED AT THE TIME OF SEND. OTHERWISE, THE EXCHANGE RATE WILL BE SET WHEN THE RECEIVER RECEIVES THE FUNDS. PROTECT YOURSELF FROM CONSUMER FRAUD. BE CAREFUL WHEN A STRANGER ASKS YOU TO SEND MONEY.

ADEMÁS DE LOS CARGOS POR EL SERVICIO DE TRANSFERENCIA, WESTERN UNION TAMBIÉN GANA DINERO CUANDO CAMBIA SUS DÓLARES A MONEDA EXTRANJERA. POR FAVOR LEA AL REVERSO MÁS INFORMACIÓN SOBRE EL CAMBIO DE MONEDA. ALGUNOS TÉRMINOS Y CONDICIONES QUE RIGEN ESTA TRANSACCIÓN Y LOS SERVICIOS QUE USTED HA SELECCIONADO SE ESTABLECEN AL REVERSO. AL FIRMAR ESTE RECIBO USTED ACEPTA DICHS TÉRMINOS Y CONDICIONES. SI APARECEN MÁS ARRIBA, LA MONEDA DE PAGO Y LA TASA DE CAMBIO DE SU TRANSACCIÓN SE DETERMINARON EN EL MOMENTO DEL ENVÍO. SI NO, LA TASA DE CAMBIO SE ESTABLECERÁ CUANDO EL DESTINATARIO RECIBA EL DINERO. PROTEJASE DE LAS ESTAFAS. TENGA CUIDADO CUANDO UN DESCONOCIDO LE PIDA QUE ENVÍE DINERO.

EARNED 5 (INT'L) OR 20 (US) MINUTES OF PHONE TIME! Your time is credited on your Card. Calling instructions are on the Card 888-628-8862 & enter your personal PIN:

ATENCIÓN AL CLIENTE LLAMA AL 1-800-335-4045
FINANCIAL SERVICES, INC.
130/80, Dallas, Texas 75319
P.O. Box 550000
Dallas, Texas 75255
© 2006 Western Union

Blumberg No. 5138

STATE'S
EXHIBIT

Q

To Send Money
Para enviar dinero

WESTERN
UNION

Card Members Fill Out Yellow Shaded Area Only / Los tarjetahabientes solamente necesitan llenar el área amarilla.

WESTERN UNION® GOLD OR
PREFERRED CARD NUMBER

Numero de la tarjeta Gold o Preferida de Western Union

1 RECEIVER INFORMATION

INFORMACIÓN DEL DESTINATARIO

Sending Money to / Para enviar dinero a:

☒ USA ☐ International (excludes Mexico)
Internacional (no incluye a México)

Country/Pais:

Dollar Amount / Cantidad en dólares

\$ 1500.00

When sending \$1,000 or more, sender must provide identification and additional information. / Al enviar \$1,000 o más, el remitente deberá proporcionar identificación e información adicional.

Receiver
Destinatario

Linda Simpson

First Name / Primer Nombre

Last Name / Apellido Paterno

Monetized Last Name / Apellido Monetizado

Expected Payout Location
Destino del pago

Indianapolis IN

City/Ciudad

State/Estado

2 SENDER INFORMATION

INFORMACIÓN DEL REMITENTE

Sender's Name
Nombre del remitente

Alexs Cason

First Name / Primer Nombre

Last Name / Apellido Paterno

Telephone
Teléfono

(617) 224-6885

Address
Dirección

6 Louis D Brown Way

City/Ciudad

State/Estado

Zip/Código postal

Dorchester MA 02124

3 OTHER SERVICES

OTROS SERVICIOS

If sending less than \$1,000, and your receiver does not have identification, provide last question and answer. (The maximum amount that can be picked up without I.D. is subject to change without notice).
Si el envío es menor a \$1,000, y el destinatario no tiene ninguna identificación, anota una pregunta clave con la respuesta. (La cantidad máxima que puede ser recogida sin una identificación está sujeta a cambios sin previo aviso).

Question (limit 4 words) / Pregunta clave (límite de 4 palabras):

Answer / Respuesta

The following services are available to some destinations, but may incur an additional fee:
Los siguientes servicios están disponibles para ciertos destinos, pero podrían tener un costo adicional:

☐ Send message with money
Envíe este mensaje con el dinero

☒ Call my receiver when funds are available
Llame al destinatario cuando los fondos estén disponibles

☐ Deliver check/draft to my receiver at
Entregue el cheque/draft al destinatario en

Address
Dirección

CONSUMER SIGNATURE

FIRMA DEL CLIENTE

AGENT USE ONLY

Solo para uso del Agente

Additional notes and information on the back of this page.
Información adicional en la parte posterior de esta página.

Money Transfer Control Number
Número de control de transferencia

IN ADDITION TO THE TRANSFER FEE, WESTERN UNION ALSO MAKES MONEY WHEN IT CHANGES YOUR DOLLARS INTO FOREIGN CURRENCY. PLEASE SEE ATTACHED PAGES FOR MORE INFORMATION REGARDING CURRENCY EXCHANGE. ♦ IF THE EXCHANGE RATE FOR YOUR TRANSACTION WAS DETERMINED AT THE TIME YOU SENT THE MONEY, THE CURRENCY TO BE PAID OUT AND THE EXCHANGE RATE ARE LISTED ON YOUR RECEIPT. OTHERWISE, THE EXCHANGE RATE WILL BE SET WHEN THE RECEIVER RECEIVES THE FUNDS. ♦ CERTAIN TERMS AND CONDITIONS GOVERNING THIS TRANSACTION AND THE SERVICES YOU HAVE SELECTED ARE SET FORTH ON THE ATTACHED PAGES. BY SIGNING THIS RECEIPT, YOU ARE AGREEING TO THOSE TERMS AND CONDITIONS.

ADemás de los cargos por el servicio de transferencia, WESTERN UNION TAMBIÉN GANA DINERO CUANDO CAMBIA SUS DÓLARES A MONEDA EXTRANJERA. POR FAVOR LEA EN LAS PÁGINAS ANEXAS MÁS INFORMACIÓN SOBRE EL CAMBIO DE MONEDA. ♦ SI EL TIPO DE CAMBIO PARA SU TRANSACCIÓN FUE FIJADO EN EL MOMENTO EN EL QUE ENVÍO EL DINERO, LA MONEDA EN LA QUE SE HARÁ EL PAGO Y EL TIPO DE CAMBIO SE INDICARÁN EN EL RECIBO. DE LO CONTRARIO, EL TIPO DE CAMBIO SE FIJARÁ CUANDO EL DESTINATARIO RECIBA LOS FONDOS. ♦ ALGUNOS TÉRMINOS Y CONDICIONES QUE REGIRÁN ESTA TRANSACCIÓN Y LOS SERVICIOS QUE USTED HA SELECCIONADO SE ESTABLECEN EN LAS PÁGINAS ANEXAS. AL FIRMAR ESTE RECIBO, USTED DECLARA QUE ESTÁ DE ACUERDO CON ESOS TÉRMINOS Y CONDICIONES.

177771053

RECEIPT		NO.
Capital Foreclosure Inc. 6100 N. Keystone Ave Ste 442 Indianapolis, Indiana. 46220		Payer Name: Alexis Cason Holloway Address: 6 Louis D Brown Way Boston, MA 12124
DATE	DESCRIPTION	AMOUNT
2/03/07	Fees for Foreclosure Prevention paid during Dec/Jan 2006	4100.00
	SUBTOTAL	
	TAX	
	TOTAL	4100.00

RECEIPT	
Payer Name: Alexis Cason Holloway Address: 6 Louis D Brown Way Boston, MA 12124	
DATE	AMOUNT
2/03/07	4100.00
SUBTOTAL	
TAX	
TOTAL	4100.00